

# Exhibit 5

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																
NATURE OF CONVEYANCE:	Loan Assignment and Acceptance																																
CONVEYING PARTY DATA																																	
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Aequitas Capital Managment, Inc.</td><td>11/30/2007</td></tr></tbody></table>	Name	Execution Date	Aequitas Capital Managment, Inc.	11/30/2007																													
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<table border="1"><tr><td>Name:</td><td>Aequitas Equipment Finance, LLC</td></tr><tr><td>Street Address:</td><td>5300 Meadows Road, Suite 400</td></tr><tr><td>City:</td><td>Lake Oswego</td></tr><tr><td>State/Country:</td><td>OREGON</td></tr><tr><td>Postal Code:</td><td>97035</td></tr></table>	Name:	Aequitas Equipment Finance, LLC	Street Address:	5300 Meadows Road, Suite 400	City:	Lake Oswego	State/Country:	OREGON	Postal Code:	97035																							
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PATENT  
REEL: 022645 FRAME: 0243

Patent Number:	6611231
Patent Number:	6970682
Patent Number:	6992621
Patent Number:	6980169

## CORRESPONDENCE DATA

Fax Number: (916)930-2501

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:	29988/00005
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NAME OF SUBMITTER:	Carl J. Schwedler
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Total Attachments: 1

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**PATENT**  
**REEL: 022645 FRAME: 0244**

XR-EDTX1-00000075

**LOAN ASSIGNMENT AND ACCEPTANCE**  
**(Vivato Networks, Inc.)**

Reference is made to that certain Business Loan Agreement dated as of November 30, 2007 (as amended and in effect on the date hereof, the "Loan Agreement"), between Aequitas Capital Management, Inc., an Oregon corporation (Oregon Reg. No. 369086-89), the Lender named therein, and Vivato Networks, Inc., a Delaware corporation (Delaware Reg. No. 4413500, formerly an Oregon corporation, Oregon Reg. No. 366329-90), the Borrower named therein. Terms defined in the Loan Agreement are used herein with the same meanings.

AEQUITAS CAPITAL MANAGEMENT, INC., an Oregon corporation (Oregon Reg. No. 369086-89) (the "Assignor") hereby sells and assigns, without recourse, for good and valuable consideration, the receipt of which is hereby acknowledged, to AEQUITAS EQUIPMENT FINANCE, LLC, an Oregon limited liability company (Oregon Reg. No. 432018-96) (the "Assignee"), and the Assignee hereby purchases and assumes, without recourse, from the Assignor, effective as of the Assignment Date set forth below, all right, title and interest of the Lender in and to the Loans and all rights under the Loan Agreement and the Related Documents (including, without limitation, the Commercial Security Agreement and Stock Pledge Agreements executed in connection with the Loan Agreement, and all rights to the Security Interests in the Collateral) (the "Assigned Interest") including the Loans owing to the Assignor which are outstanding on the Assignment Date, together with unpaid interest accrued on the assigned Loans to the Assignment Date, and the all fees accrued to the Assignment Date for account of the Assignor. The Assignee hereby acknowledges receipt of a copy of the Loan Agreement and the Related Documents. From and after the Assignment Date (i) the Assignee shall be a party to and be bound by the provisions of the Loan Agreement and, to the extent of the interests assigned by this Assignment and Acceptance, have the rights and obligations of the Lender thereunder, and (ii) the Assignor shall relinquish its rights and be released from its obligations under the Loan Agreement and the Related Documents.

This Loan Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of Oregon.

Date of Assignment: November 30, 2007

AEQUITAS CAPITAL MANAGEMENT, INC.      AEQUITAS EQUIPMENT FINANCE, LLC

By: [Signature]  
Authorized Signature

By: [Signature]  
Authorized Signature

Acknowledged and approved:

VIVATO NETWORKS, INC.

By: [Signature]  
Title: CEO

CATCHER HOLDINGS, INC.

By: [Signature]  
Title: EVP & CTO